

**ASPEN PUMPS LIMITED  
TERMS OF TRADING**

The following terms govern any contract between the Company and any customer for the supply of Products by the Company. No officer or employee of the Company has the authority to alter or waive any of the terms of this Contract, save for a director of the Company who may do so in writing. The terms of this Contract shall prevail over any other terms which are inconsistent (whether directly or indirectly) with this Contract, and the Company supplies Products only on the basis that the terms of this Contract override any other terms referred to by the Customer.

**1. Definitions and interpretation**

1.1 The definitions in this clause have the following meaning in these Terms of Trading:

“**Company**” means Aspen Pumps Limited (company registration number 08291827), whose registered office is Apex Way, Hailsham, East Sussex BN27 3WA, and/or any of its associated companies;

“**Contract**” means any contract made between the Company and the Customer for the sale of the Products, incorporating these Terms of Trading;

“**Customer**” means the person, firm or company who wishes to purchase the Products, as identified in the Order;

“**Intellectual Property Rights**” means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights, rights in software, topography rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world now or in the future;

“**Order**” means any order placed by the Customer for purchase of the Products, which is subject to these Terms of Trading;

“**Order Confirmation**” means the confirmation of the Order placed by the Customer, sent by the Company by email in accordance with these Terms of Trading;

“**Price**” means the price of the Products payable by the Customer to the Company, as confirmed in the Company's Order Confirmation;

“**Price List**” means the price list of the Company, provided to the Customer in relation to the Products, in accordance with these Terms of Trading.

“**Products**” means either the pumps, air-conditioning accessories, Big-Foot or Xtra products to be sold by the Company to the Customer, as identified in the Price List and Order Confirmation.

1.2 All headings are for ease of reference only and shall not affect the construction of this contract.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Words in the singular include the plural and in the plural include the singular.

1.5 A reference to one gender includes a reference to the other gender.

**2. Order for Products and Description**

2.1 Subject to any variation under Clause 2.2 below, the Contract between the Company and the Customer shall be on these Terms of Trading (including any terms or conditions which the Customer purports to apply under any purchase Order, confirmation of order, specification or other document). No terms or conditions endorsed on, delivered with or contained in the Customer's purchase Order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 These Terms of Trading apply to all the Company's sales and any variation to these Terms of Trading and any representations about the Products shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in this Contract. Nothing in this clause shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.3 The Company shall provide the Customer with its Price List, together with any updates to that Price List on an ongoing basis. When a new Customer makes an enquiry with the Company for purchasing Products, the Company shall issue a Price List to the Customer for the Products to be purchased, subject to these Terms of Trading. If the Customer wishes to purchase the Products detailed in the Company's Price List, the Customer shall issue a formal Order to the Company, which shall be deemed to be an offer by the Customer to buy the Products subject to these Terms of Trading. The Customer shall ensure that the terms of its Order and any applicable specification are complete and accurate.

2.4 No Order placed by the Customer shall be deemed to be accepted by the Company until the Company has issued written acknowledgement of the Order by way of an Order Confirmation, or (if earlier) the Company delivers the Products.

2.5 An Order Confirmation is valid for a period of 30 days from its date, provided that the Company has not previously withdrawn it.

2.6 In the absence of a written undertaking to the contrary, the Company may vary or modify the design specification or finish of the Products without prior notice to the Customer.

2.7 The quantity and description of the Products shall be as set out in the Company's documentation and/or any Price List provided to the Customer by the Company. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or its website, are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract and sales under this Contract shall not be a sale by sample.

2.8 The unit sizes, weights, dimensions, quality and other descriptions of the Products are subject to change and the Company shall not be responsible for any slight variations of the unit sizes, weights, dimensions, quality and other descriptions of the Products if such differences are less than 5% of the total description of the Products (“Tolerances”).

**3. Prices**

3.1 The Price for the Products will be the Price as stated in the Order Confirmation of the Company, or if no Price is stated on the Order Confirmation then the Price will be the Price for the Product as stated in the Company's up-to-date Price List.

3.2 Unless otherwise stated all Prices are exclusive of VAT, or any other taxes or charges not specifically quoted by the Company. In addition to the quoted Price, the Customer will be liable to meet any additional cost of the Company resulting from changes in costs of supplying the Products in

the between the date of the Price List provided by the Company and the date of supply, including (but not limited to) the increase in the cost of labour, materials and transport.

3.3. Where supply by the Company involves export from the UK, the Products will be sold CIF (as defined in the Incoterms 2010), unless otherwise agreed and confirmed in the Order Confirmation (in accordance with these Terms of Trading) and the Customer will pay the cost of packing and any other charges accruing at the time of dispatch of the Products as identified in the Order Confirmation.

3.4. Where the total Order value is less than £50, the Company may require payment of a (small) handling charge (not exceeding 10% Order value).

#### **4. Delivery and Performance**

4.1. All dates quoted for delivery of the Products are estimates only, and time shall not be of the essence.

4.2. In the event of deferment or non-acceptance of delivery after notification to the Customer that the Products are ready for dispatch, the Company may levy a demurrage charge of 2.5% of the invoice value for the Products per month in which such a deferment takes place (being an agreed value of liquidated damages for such delays by the Customer) and the Company may charge the Customer for any relevant delivery costs for the Products.

4.3. Unless otherwise agreed in writing by the Company or set out in the Order Confirmation, delivery of the Products shall take place at the Company's place of business. The Customer shall take delivery of the Products by the delivery date detailed in the Order Confirmation once the Company gives the Customer notice that the Products are ready for delivery.

4.4. Subject to the other provisions of these Terms of Trading, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 60 days.

4.5. If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

4.5.1. risk in the Products shall pass to the Customer (including for loss or damage caused by the Company's negligence);

4.5.2. the Products shall be deemed to have been delivered; and

4.5.3. the Company may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6. The Company may deliver the Products by separate installments. Each separate installment shall be invoiced and paid for in accordance with the provisions of the Contract. Each installment shall be a separate Contract and no cancellation or termination of any one Contract relating to an installment shall entitle the Customer to repudiate or cancel any other Contract or installment.

4.7. The quantity of any consignment of Products as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

4.8. The Company shall not be liable for any non-delivery of Products (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within three (3) days of the date when the Products would in the ordinary course of events have been received.

4.9. Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

4.10. In accordance with the CIF Incoterms, the Customer shall be responsible for obtaining, at its own cost, such import licences and other consents in relation to the Products as are required from time to time and, if required by the Company, the Customer shall make those licences and consents available to the Company prior to the relevant shipment.

#### **5. Risk**

5.1. Where delivery of the Products is CIF, the risk in the Products shall pass to the Customer at the time that the Products are on board any vehicle transporting the Products from the Company's premises.

5.2. Where delivery of the Products is to be made to a designated place (as set out in the Order Confirmation), the risk shall pass to the Customer upon arrival at such place immediately prior to unloading. The Company will replace or repair at its option any Products damaged in transit up to the point of delivery in accordance with the Contract provided that the Customer gives written notice of damage within 3 days of receipt of the Products. The Company will not have any further liability outside of the provisions of this Clause 5.2 in respect of Products damaged in transit.

#### **6. Payment**

6.1. Unless otherwise specified by the Company in writing, payment is due as follows:

6.1.1 For account Customers (where Customers hold an account upon the written approval of the Company), payment is due on the final day of the month next following the month of invoice, unless the Customer is selling the Products on, where payment is due within the credit period agreed between the parties in writing (and confirmed in the Order Confirmation) and detailed on the Company's invoice or statement.

6.1.2 Customers who do not hold an account with the Company will be required to make payment upon delivery of the Products in cleared funds or against a pro-forma invoice, as confirmed by the Company at the time the Customer places its Order for the Products with the Company.

6.2 Time for payment shall be of the essence.

6.3 No payment shall be deemed to have been received until the Company has received cleared funds.

6.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

6.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

6.6 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Company shall be entitled to charge interest to the Customer on such sum from the due date for payment at the annual rate of 4% above the London Interbank Offered Rate ("LIBOR") from time to time in force, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **7. Title**

7.1 The Products are at the risk of the Customer from the time the Products are made available for delivery to the Customer in accordance with these Terms of Trading.

7.2 Title in the Products supplied by the Company shall remain vested in the Company until the Customer has paid in full (in cash or cleared funds) all sums due to the Company in respect of:

7.2.1 for Products contained in a relevant Order; and

7.2.2 for any other sums which are or which become due to the Company from the Customer at any time.

7.3 The Customer may not resell any Products supplied by the Company before payment in full is made to the Company and once ownership therefore passes, and in the event that the Products are resold before such payment has been made by the Customer to the Company, the Customer shall hold all proceeds of the sale of such Products on trust for the Company.

7.4 Until ownership of the Products has passed to the Customer, the Customer shall:

7.4.1 store the Products (at no cost to the Company) separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

7.4.2 not deliberately destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

7.4.3 maintain the Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

7.5 The Customer may resell the Products before ownership has passed to it solely on the following conditions:

7.5.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and

7.5.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

7.6 The Customer's right to possession of the Products shall terminate immediately if:

7.6.1 the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.6.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.6.3 the Customer encumbers or in any way charges any of the Products.

7.7 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Company.

7.8 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

7.9 Where the Company is unable to determine whether any Products are the Products in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all Products of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

7.10 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Clause 7 shall remain in effect.

## **8. Warranty and Liability**

8.1. Provided that the Customer has paid in full for the Products not later than the dates due for payment as set out in Clause 6 above, and has properly stored and maintained the Products in accordance with any instructions given by the Company, and has allowed full access to the Products for inspection and testing, the Company's obligations under Clause 8.4 below shall be discharged by the Company replacing without charge any Products of its manufacture which have become faulty by reason of defective materials or workmanship (other than for minor defects) within the period from the date of delivery of the Products by the Company to the Customer, as confirmed by the Company at the time of purchase ("Warranty Period"). If the Company so requests, the Customer shall, at the Company's expense, return the faulty Products or the part of such Products that are faulty to the Company, prior to such replacement.

8.2. The Company shall not in any circumstances be liable for any consequential loss occasioned by any use of or defect in the Products supplied, in accordance with Clause 8.11.2.

- 8.3. The Company shall not be responsible for damage or loss of any kind whatsoever to any property or persons howsoever arising from the use of the Products or otherwise in connection with the installation or erection of the Products, unless provided for under these Terms of Trading.
- 8.4. The Company warrants that (subject to the other provisions of these Terms of Trading) on delivery, the Products shall:
- 8.4.1. be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - 8.4.2. be reasonably fit for any particular purpose for which the Products are being bought if the Customer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgment of the Company.
- 8.5. The Company shall not be liable for a breach of the warranties in Clause 8.4 unless:
- 8.5.1. the Customer gives written notice of the defect to the Company within five (5) days from the date of delivery;
  - 8.5.2. the Customer gives written notice of the defect to the Company within five (5) days of the time when the Customer discovers or ought to have discovered the defect; or
  - 8.5.3. the Company is given a reasonable opportunity after receiving the notice of examining such Products and the Customer (if asked to do so by the Company) returns such Products to the Company's place of business at the Company's cost for the examination to take place there.
- 8.6. The Company shall not be liable for a breach of the warranties in Clause 8.4 if:
- 8.6.1. the Customer makes any further use of such Products after giving such notice; or
  - 8.6.2. the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice; or
  - 8.6.3. the Customer alters or repairs such Products without the written consent of the Company.
- 8.7. If the Company complies with Clause 8.6 it shall have no further liability for a breach of the warranties in Clause 8.4 in respect of such Products.
- 8.8. Subject to any other clause set out in these Terms of Trading, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 8.8.1. any breach of these Terms of Trading;
  - 8.8.2. any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products; and
  - 8.8.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 8.9. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.10. Nothing in these Terms of Trading excludes or limits the liability of either party:
- 8.10.1. for death or personal injury caused by that party's negligence; or
  - 8.10.2. under section 2(3), Consumer Protection Act 1987; or
  - 8.10.3. for any matter which it would be illegal for the parties to exclude or attempt to exclude its liability; or
  - 8.10.4. for fraud or fraudulent misrepresentation.
- 8.11. Subject to Clause 8.10:
- 8.11.1. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price for an Order by a Customer with the Company; and
  - 8.11.2. the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 8.12. Any sales of goods by the Company to the Customer, other than the Products detailed in the Order Confirmation, shall not be subject to these Terms of Trading. Any warranties contained in these Terms of Trading apply to the Products only and not to any other goods sold under an Order by the Company to the Customer under an Order Confirmation.
- 9. Third Parties**
- 9.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provisions of this Contract, this Contract is intended to be between the Company and the Customer and is not intended to, and does not, give any person who is not a party to it any right to enforce its provisions.
- 10. Intellectual Property Rights**
- 10.1. Where work is carried out by the Company to the Customer's specifications, drawings or other description, the Customer shall indemnify the Company against all claims in respect of which the Company may be liable and all costs and expenses incurred by the Company in respect of such claims arising out of an infringement or alleged infringement of any patent, registered design or other Intellectual Property Right.
- 10.2. The Customer acknowledges that the Company owns, or has licensed to it, all Intellectual Property Rights in and to the Products, including but not limited to the designs, drawings, pictures, technical briefs, know-how and descriptions for the Products, together with the trade marks in connection with the Products.
- 10.3. The Customer further acknowledges that it has no rights in or to the Intellectual Property Rights in the Products or any designs, drawings, pictures, technical briefs, know-how or descriptions for the Products and it shall not be entitled to use any part of any specification or description document that refers to, or describes, any of the Intellectual Property Rights belonging to the Company or disclose details of such Intellectual Property Rights to any other third party.
- 10.4. The Customer shall not deface, change and/or modify any of the packaging for the Products and/or any markings on the Products that may exist, including (but not limited to) any trade marks or other logos or markings on the packaging of the Products and/or the Products themselves.
- 11. Force Majeure**

The Company reserves the right to delay the date of delivery or to cancel the Contract or reduce the volume of Products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances outside of the Company's reasonable control, including (but not limited to) war, invasion, act of foreign hostility (whether declared or not), act of terrorism (whether actual or threatened), national emergency, civil unrest, riot, disturbance or commotion, fire, flood, explosion, epidemic, any statute, rule or regulation, order or requisition issued by any competent authority, strike, lockout, breakdown of plant, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or any cause beyond the Company's reasonable control. If the event in question continues for a continuous period in excess of three (3) months, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

## 12. Termination

12.1 This Contract shall commence upon the Company accepting the Order by way of forwarding to the Customer its' Order Confirmation in accordance with these Terms of Trading and shall continue until the performance of the parties' respective obligations have been completed under the Agreement.

12.2 Notwithstanding Clause 12.1, this Contract can be terminated earlier by the Company immediately on notice in writing to the Customer if the Customer:

- 12.2.1 commits a material breach of this Contract which is not remedied (if capable of remedy) within 30 days from receiving notice of such breach from the Company;
- 12.2.2 passes a resolution or makes a determination for it to be wound up, has a winding-up order or bankruptcy order made against it, has an administrator or administrative receiver appointed, ceases or suspends payment of its debts or becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986, or ceases (or threatens to cease) to carry on business.

12.3 On termination or expiry of this Contract for any reason and subject as other provided in this Contract to any rights or obligations that have accrued before termination or expiry, neither party shall have any further obligations to the other under this Contract.

## 13. General

### 13.1. Severance

Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.

### 13.2. Assignment

- 13.2.1 The Company may assign this Contract or any part of it to any person, firm or company.
- 13.2.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

### 13.3. Notices

- 13.3.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax, or by email for the purposes of communicating Price Lists and/or Order Confirmations from the Company to the Customer:
  - 13.3.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or
  - 13.3.1.2 (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.
- 13.3.2 Communications shall be deemed to have been received:
  - 13.3.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
  - 13.3.2.2 if delivered by hand, on the day of delivery; or
  - 13.3.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 13.3.3 Communications addressed to the Company shall be marked for the attention of the Managing Director.

### 13.4 Confidentiality

- 13.4.1 **Confidential Information.** Each party (**Recipient Party**) shall, and shall procure that its employees agents, external advisers and representatives (together, **Representatives**) shall:
  - 13.4.1.1 keep secret and confidential the Confidential Information of the other party (**Disclosing Party**) using at least the same degree of care in maintaining its secrecy as it uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care;
  - 13.4.1.2 not disclose the Confidential Information of the Disclosing Party in whole or in part to any other person without the Disclosing Party's prior written consent, save to its Representatives to the extent necessary to implement the provisions of this Agreement;
  - 13.4.1.3 use reasonable endeavours to procure that each of its Representatives shall keep secret and treat as confidential the Confidential Information of the Disclosing Party;
  - 13.4.1.4 use reasonable endeavours to return (or destroy at its own election) all copies, notes, packages, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the Disclosing party upon its request and in any event on termination of this Agreement and not retain any copies, extracts or other reproductions in whole or in part of the Confidential Information (except to the extent required by any Applicable Laws or governing body).
- 13.4.2 **Exceptions.** The obligations of confidentiality in Clause 13.4.1 shall not apply to the Confidential Information of the Disclosing Party which:
  - 13.4.2.1 the Recipient Party rightfully possessed before it received the information from the Disclosing Party as evidenced by written documentation;
  - 13.4.2.2 subsequently becomes publicly available through no fault of the Recipient Party;
  - 13.4.2.3 is developed by or for the Recipient Party independently of the Confidential Information; or

13.4.2.4 is required to be disclosed by law.

13.5 **Anti-Bribery Compliance.** In connection with this Agreement, the Customer shall:

- 13.5.1 comply with all applicable laws and regulations of the United Kingdom on anti bribery;
- 13.5.2 not offer, promise, give, accept or receive bribes or commit any Bribery Act offence;
- 13.5.3 disclose immediately all bribes, offers of bribes or suspicions of bribery or corruption;
- 13.5.4 use its best endeavours to prevent bribes (including by adopting adequate procedures in accordance with the Bribery Act);
- 13.5.5 use all reasonable endeavours to ensure that its employees, any third party agent, subcontractor, or other representative used in the performance of its obligations under the Agreement are aware of and comply with the provisions set out in Clauses 13.5.1 to 13.5.4 above;

For the avoidance of doubt, any breach of this Clause 13.5 shall constitute a material breach for the purposes of Clause 12.2.

13.6 **Waiver**

No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

14 **Law and Jurisdiction**

The supply of any goods by the Company shall be subject to English Law and the courts of England or Wales shall have exclusive jurisdiction in respect of any dispute or whatever nature arising in respect of such supply.